



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-18

**#2013-243 - Approving Leasehold Agreements for the North
Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4
(United Veterans Club)**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: July 23, 2013

Subject: Approving Leasehold Agreements for the North
Interceptor Phase II, Part B; Sanitary Sewer Project No.
2013-S-4 (United Veterans Club)

Item #'s: G-18

Presenter(s): John Collins PE, Public Works Director

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed multi-year replacement planning stages for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged gravity sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Leasehold Agreements are necessary for this project to be completed, which must be approved by City Council.

Discussion

Leasehold agreements are necessary with one (1) tenant in this project area. All documents have been signed and returned by the lessee. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$200.00.

No.	Tenant	Legal Description	Area Payment (minimum \$100.00)	Total
1L	United Veterans Club (Hall County)	<p style="text-align: center;"><u>Right of Way</u></p> <p>A TRACT OF LAND CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5,</p>	69,775 s.f.	\$100.00

	<p>TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°20'13, A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Temporary Easement</u></p> <p>A TEMPORARY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE</p>	
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

		<p>POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 695.03 FEET; THENCE N00°09'22"W A DISTANCE OF 244.37 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03°37'16", A ARC LENGTH OF 63.31 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S18°34'28"E FOR A DISTANCE OF 63.30 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND A WESTERLY LINE OF A PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG SAID WESTERLY LINE A DISTANCE OF 204.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTHERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 714.80 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 18,607 SQUARE FEET OR 0.43 ACRES MORE OR LESS.</p>		
2L	United Veterans Club (State of Nebraska)	<p style="text-align: center;"><u>Right of Way</u></p> <p>A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 443.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 18,634 SQUARE FEET OR 0.43 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M.,</p>	48,580 s.f.	\$100.00

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE AND DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 296.52 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 137.14 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 9,073 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

Temporary Easement

A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND A NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF

	<p>137.14 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EASTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WESTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 296.52 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 21.75 FEET; THENCE N00°09'22"W A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 305.00 FEET; THENCE S00°09'22"E A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 116.91 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E A ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 20,873 SQUARE FEET OR 0.48 ACRES MORE OR LESS.</p>	
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Total \$200.00

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Leasehold Agreements between the City of Grand Island, Public Works Department and the affected property lessees, in the total amount of \$200.00.

Sample Motion

Move to approve the Leasehold Agreements.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

THIS CONTRACT, made and entered into this day of , 20 by and between, United Veterans Club, Address: 1914 W. Capital Avenue, Grand Island, NE 68803, hereinafter called the LESSEE, and The City of Grand Island, hereinafter called the BUYER.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by State of Nebraska.

The property to which the LESSEE hereby **permanently** relinquishes interest is described below. (The description may be stated in either "metes and bounds" or "station and offsets")

Right of Way

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 443.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 18,634 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

Permanent Easement

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE AND DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 296.52 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 137.14 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE

S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 9,073 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

The property to which the LESSEE hereby **temporarily** relinquishes interest is described below. (The description may be stated in either "metes and bounds" or "station and offsets")

A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND A NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF 137.14 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EASTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WESTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 296.52 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 21.75 FEET; THENCE N00°09'22"W A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 305.00 FEET; THENCE S00°09'22"E A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 116.91 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E A ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 20,873 SQUARE FEET OR 0.48 ACRES MORE OR LESS.

It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	\$ <u>NA</u>
Relinquishment of leasehold interest to approximately <u>48,580</u> square feet	\$ <u>100.00</u>
Other Damages: None	\$ <u>NA</u>
TOTAL	\$ <u>100.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting.

CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

Any damages to sprinklers as a result of the proposed utility and roadway improvements in this area will be reconstructed by the City of Grand Island or United Veterans Club will be compensated for these repairs.

Tree plantings to replace trees removed associated with proposed utility improvements will be completed by State of Nebraska.

Any damages to the United Veterans Club parking lot and driveways as a result of utility and roadway improvements in this area shall be reconstructed by the City.

The sanitary sewer service for the Veterans Club will be maintained during construction. When the North Inceptor Sanitary Sewer is placed into service, the sanitary service for the United Veterans Club will be connected this new deep gravity sewer line and private lift station for the Club will be eliminated.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

LESSEE

By _____

Date _____

Dated this _____ day of _____, 20 _____

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

Notary _____

STATE OF _____

STATE OF _____

ss.

ss.

County

County

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

THIS CONTRACT, made and entered into this day of , 20 by and between, United Veterans Club, Address: 1914 W. Capital Avenue, Grand Island, NE 68803, hereinafter called the LESSEE, and The City of Grand Island, hereinafter called the BUYER.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by Hall County, Nebraska.

The property to which the LESSEE hereby **permanently** relinquishes interest is described below. (The description may be stated in either "metes and bounds" or "station and offsets")

Right of Way

A TRACT OF LAND CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

Permanent Easement

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W.

LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°20'13", A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.

The property to which the LESSEE hereby **temporarily** relinquishes interest is described below. (The description may be stated in either "metes and bounds" or "station and offsets")

A TEMPORARY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 695.03 FEET; THENCE N00°09'22"W A DISTANCE OF 244.37 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03°37'16", A ARC LENGTH OF 63.31 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S18°34'28"E FOR A DISTANCE OF 63.30 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND A WESTERLY LINE OF A PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG SAID WESTERLY LINE A DISTANCE OF 204.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTHERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 714.80 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 18,607 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	\$ <u>NA</u>
Relinquishment of leasehold interest to approximately <u>69,775</u> square feet	\$ <u>100.00</u>
Other Damages: None	\$ <u>NA</u>
TOTAL	\$ <u>100.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the

above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting.

CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

The City shall restore the premises to grade prior to the termination of this agreement.

Any damages to sprinklers as a result of the proposed utility and roadway improvements in this area will be reconstructed by the City of Grand Island or United Veterans Club will be compensated for these repairs.

The brick memorials for the veterans memorial impacted by construction will be reconstructed in place or relocated along the proposed bike trail as approved by Hall County and United Veterans Club.

Tree plantings to replace trees removed associated with proposed utility improvements will be completed by Hall County.

Cedar tress in the southeast corner of the property on the perimeter of the Veteran's Memorial will be removed.

The memorial wall located in the southeast corner of the property shall be protected by the Contractor.

Any damages to the United Veterans Club parking lot and driveways as a result of utility and roadway improvements in this area shall be reconstructed by the City.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

LESSEE

By _____

Date _____

Dated this _____ day of _____, 20 _____

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

Notary _____

STATE OF _____

STATE OF _____

ss.

ss.

County

County

RESOLUTION 2013-243

WHEREAS, leasehold agreements are required by the City of Grand Island, from the affected lessees in the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 area, as follows:

No.	Tenant	Legal Description	Area Payment (minimum \$100.00)	Total
1L	United Veterans Club (Hall County)	<p><u>Right of Way</u></p> <p>A TRACT OF LAND CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.</p> <p><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID</p>	69,775 s.f.	\$100.00

Approved as to Form ☐ _____
 July 22, 2013 ☐ City Attorney

		<p>SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°20'13, A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Temporary Easement</u></p> <p>A TEMPORARY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A</p>	
--	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

		DISTANCE OF 695.03 FEET; THENCE N00°09'22"W A DISTANCE OF 244.37 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03°37'16", A ARC LENGTH OF 63.31 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S18°34'28"E FOR A DISTANCE OF 63.30 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND A WESTERLY LINE OF A PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG SAID WESTERLY LINE A DISTANCE OF 204.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTHERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 714.80 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 18,607 SQUARE FEET OR 0.43 ACRES MORE OR LESS.		
2L	United Veterans Club (State of Nebraska)	<p style="text-align: center;"><u>Right of Way</u></p> <p>A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 443.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 18,634 SQUARE FEET OR 0.43 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST</p>	48,580 s.f.	\$100.00

CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE AND DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 296.52 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 137.14 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 9,073 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

Temporary Easement

A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND A NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF 137.14 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EASTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED

	<p>PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WESTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 296.52 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 21.75 FEET; THENCE N00°09'22"W A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 305.00 FEET; THENCE S00°09'22"E A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 116.91 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E A ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 20,873 SQUARE FEET OR 0.48 ACRES MORE OR LESS.</p>	
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Total \$200.00

WHEREAS, Leasehold Agreements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Leasehold Agreements on the above described tracts of land, in the total amount of \$200.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

- 5 -